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15 IN THE UNITED STATES DISTRICT COURT
16 FOR THE EASTERN DISTRICT OF WASHINGTON

17 EQUAL EMPLOYMENT
18 OPPORTUNITY COMMISSION,

19 NO: 1:21-CV-3125-MKD

20 Plaintiff,

21 [PROPOSED]
22 CONSENT DECREE

23 and

24 KRISTIAN GONZALEZ,

25 Intervenor-Plaintiff,

26 v.

27 CHIEF ORCHARDS
28 ADMINISTRATIVE SERVICES, INC.,

29 Defendant.

1 I. INTRODUCTION

2 1. Plaintiff U.S. Equal Employment Opportunity Commission (“EEOC”)
3 filed this lawsuit on September 28, 2021 pursuant to Title VII of the Civil Rights
4 Act of 1964, as amended, 42 U.S.C. §§ 2000e *et seq.* (“Title VII”), and Title I of
5 the Civil Rights Act of 1991, Pub. L. 102-166. The EEOC alleged that Defendant
6 Chief Orchards Administrative Services, Inc. (“Chief Orchards”) engaged in
7 unlawful employment practices by subjecting Kristian Gonzalez (“Gonzalez”) to a
8 hostile work environment based on her sex (female) and causing her constructive
9 discharge, in violation of § 703(a) of Title VII, 42 U.S.C. § 2000e-2(a). The EEOC
10 sought monetary and non-monetary relief. (ECF No. 1.) Chief Orchards answered
11 the lawsuit on November 24, 2021 and denied violating Title VII. (ECF No. 16).

12 2. The EEOC and Chief Orchards want to conclude fully and finally the
13 EEOC’s claims against Chief Orchards arising out of the EEOC’s Complaint. The
14 EEOC and Chief Orchards enter into this Consent Decree to further the objectives
15 of equal employment opportunity in Title VII.

16 3. In order to fully and finally conclude the EEOC’s claims, the EEOC
17 and Chief Orchards agree that injunctive relief is appropriate. However, Chief
18 Orchards has notified the EEOC that it does not expect to be an employer within
19 the meaning of Title VII during the 2023 growing season and thereafter. Therefore,
20 Chief Orchards’ owners, Ernest Edwards and Brian Edwards, have voluntarily
21 participated in the resolution of this matter and agree to and shall be bound by the
22 terms of this Consent Decree to ensure that it furthers the objectives of equal
23 employment opportunity in Title VII.

1 4. This Consent Decree is not an adjudication or finding on the merits of
2 this case and shall not be construed as an admission by Chief Orchards of a
3 violation of Title VII, or any federal or state law.

4 II. JURISDICTION AND VENUE

5 5. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451,
6 1331, 1337, 1343, and 1345. This action is authorized and instituted pursuant to
7 Sections 706(f)(1) and (3) of Title VII, 42 U.S.C. § 2000e-5(f)(1), (3); and Section
8 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

9 6. The employment practices alleged to be unlawful were allegedly
10 committed within the jurisdiction of the United States District Court for the
11 Eastern District of Washington.

12 7. Ernest Edwards consents to the jurisdiction of this Court for the
13 purpose of enforcing his obligations under this Consent Decree, including but not
14 limited to his personal guaranty, attached hereto as Exhibit A.

15 8. Brian Edwards consents to the jurisdiction of this Court for the
16 purpose of enforcing his obligations under this Consent Decree, including but not
17 limited to his personal guaranty, attached hereto as Exhibit B.

18 III. SETTLEMENT SCOPE

19 9. This Consent Decree is the final and complete resolution of all claims
20 set forth in the EEOC's Complaint and any claims by Chief Orchards against the
21 EEOC, including for costs and/or attorney's fees.

22 10. No waiver, modification or amendment of any provision of this
23 Consent Decree shall be effective unless made in writing and approved by the

1 EEOC and Chief Orchards, and any substantive change, modification or
2 amendment of any provision of this Consent Decree shall also require approval by
3 the Court.

4 11. This Consent Decree applies to Chief Orchards, and its successors and
5 assigns, including any purchaser of all or a portion of its assets during the term of
6 the Consent Decree.

7 12. This Consent Decree is binding on any individual, entity and/or
8 successor upon acquisition of any ownership interest in any component of Chief
9 Orchards' operations. Any purchase-sale agreement of Chief Orchards' business or
10 assets, in whole or in part, assumption of control agreement, or similar agreement
11 that Chief Orchards enters into with any successor shall contain an assumption of
12 liabilities clause requiring compliance with the terms of this Consent Decree.

13 13. During the duration of this Consent Decree, Chief Orchards will
14 provide prior written notice to any potential or actual purchaser of its business(es),
15 or a purchaser of all or a portion of Chief Orchards' assets, and to any other
16 potential successor, of the EEOC's Complaint, the allegations raised in the
17 EEOC's Complaint, and the existence and contents of this Consent Decree.

18 14. Chief Orchards shall provide written notice to the EEOC within
19 fourteen (14) days after the purchase-sale date of Chief Orchards' business, the
20 purchase-sale date of all or a portion of Chief Orchards' assets, or the execution
21 date of an agreement providing for a third party to assume control over the
22 operation or management of Chief Orchards' business in whole or in part. Within
23 twenty-eight (28) days of such purchase-sale or agreement, Chief Orchards shall

1 provide the EEOC all documentation supporting the purchase-sale agreement or
2 assumption of control. The EEOC shall determine whether any business entity
3 constitutes a legally bound successor (“successor entity”) for purposes of Consent
4 Decree compliance. The EEOC shall notify Chief Orchards of its determination as
5 to successor entity status within fourteen (14) days of receipt of documentation
6 supporting the purchase-sale agreement or assumption of control.

7 15. Chief Orchards shall provide written notice to the EEOC at least
8 fourteen (14) days prior to commencing dissolution or bankruptcy proceedings or,
9 if such amount of notice is not practicable, with as much advance notice is
10 practicable. Chief Orchards shall provide the EEOC documentation confirming and
11 demonstrating the commencement of dissolution or bankruptcy proceedings.

12 16. Ernest Edwards and Brian Edwards shall provide written notice to the
13 EEOC within fourteen (14) day of Chief Orchards, or a business in which Ernest
14 Edwards, Brian Edwards, or Ernest Edwards and Brian Edwards combined own a
15 fifty percent (50%) share or greater, hiring any employees to farm, manage,
16 supervise or provide any other necessary or appropriate services for the farming of
17 orchards within the Eastern District of Washington between December 1, 2022 and
18 expiration of this Consent Decree.

19 IV. MONETARY RELIEF

20 17. In settlement of the EEOC’s claims, Chief Orchards shall pay a total
21 gross amount of One Hundred Twenty-Seven Thousand, Five Hundred Dollars
22 (\$127,500.00) within fourteen (14) days of the date of entry of this Consent Decree
23

1 by delivering via a reliable and verifiable method of delivery to an address that the
2 EEOC will provide to Chief Orchards the following:

3 a. A payment to Gonzalez in the gross amount of Nine Hundred
4 and Fifty Dollars (\$950.00) for back pay, less applicable payroll
5 withholdings and taxes; and

6 b. A payment to Gonzalez in the amount of One Hundred Twenty-
7 Six Thousand, Five Hundred and Fifty Dollars (\$126,550.00) for
8 compensatory damages.

9 18. Chief Orchards shall provide to the EEOC copies of documents
10 reflecting the payments described in paragraphs 17(a) and 17(b) and delivery
11 thereof to Gonzalez within seven (7) days of payment, including but not limited to
12 copies of the checks and a copy of the withholding statement.

13 19. Chief Orchards will not condition the monetary relief set forth in
14 Paragraph 17 on Gonzalez's agreement: (a) to maintain as confidential the facts
15 and/or allegations underlying her claim and the Complaint and the terms of this
16 Decree; (b) to waive her statutory right to file a charge with any governmental
17 agency; (c) to refrain from reapplying for a job with Chief Orchards; or (d) to a
18 non-disparagement and/or confidentiality agreement.

19 20. Chief Orchards acknowledges that the monetary relief to be paid
20 herein constitutes a debt owed and collectible by the United States.

21 21. Ernest Edwards, Defendant's co-owner, hereby grants his personal
22 guaranty of the payments set forth in Paragraph 17, in the form attached as Exhibit
23

1 A to this Consent Decree, to be paid by him from his personal assets in the event
2 either of the payments are not made timely by Chief Orchards.

3 22. Brian Edwards, Defendant's co-owner, hereby grants his personal
4 guaranty of the payments set forth in Paragraph 17, in the form attached as Exhibit
5 B to this Consent Decree, to be paid by him from his personal assets in the event
6 either of the payments are not made timely by Chief Orchards.

7 V. INJUNCTIVE AND OTHER RELIEF

8 A. General Provisions

9 23. Chief Orchards, its owners, officers, agents, forepersons, managers,
10 supervisors, and their successors and assigns, including any operators or
11 purchasers of Chief Orchards, are permanently enjoined from engaging in practices
12 that discriminate against or subject any employee to a hostile work environment
13 based on sex as prohibited by Title VII or that retaliate against or subject any
14 employee to a hostile work environment based on their opposition to such
15 practices. In recognition of these obligations, Chief Orchards will implement the
16 specific injunctive relief set forth below.

17 24. Chief Orchards shall notify all parent and subsidiary entities, as well
18 as any entities with which its operations are interrelated, with which it shares
19 common management, which has or shares authority over labor relations and/or
20 human resources; and/or which shares ownership or financial control, of Chief
21 Orchards' obligations under this Consent Decree.

1 25. Chief Orchards shall notify all Chief Orchards' clients at whose
2 facilities Chief Orchards' employees work of Chief Orchards' obligations under
3 this Consent Decree.

4 26. Ernest Edwards and Brian Edwards, and any business in which Ernest
5 Edwards, Brian Edwards, or Ernest Edwards and Brian Edwards combined own a
6 fifty percent (50%) share or greater and which employs workers to farm, manage,
7 supervise or provide any other necessary or appropriate services for the farming of
8 orchards within the Eastern District of Washington during the Term of this
9 Consent Decree are permanently enjoined from engaging in practices that
10 discriminate against or subject any employee to a hostile work environment based
11 on sex as prohibited by Title VII or that retaliate against or subject any employee
12 to a hostile work environment based on their opposition such practices. In
13 recognition of these obligations, Ernest Edwards and Brian Edwards will
14 implement the specific injunctive relief set forth below at any such business of
15 which they own, or either of them owns, a fifty percent (50%) share or greater,
16 during the Term of this Consent Decree.

17 B. Anti-Discrimination Policies and Procedures

18 27. Within sixty (60) days of the entry of this Consent Decree, Chief
19 Orchards shall create written policies and procedures that apply to all employees,
20 including supervisors, managers, and forepersons, and its owners, and which:
21 (a) prohibit discrimination based on sex, including sexual harassment and hostile
22 work environment; (b) prohibit retaliation for complaining about discrimination
23 based on sex, including sexual harassment and hostile work environment;

1 (c) establish that an employee has the right to make a complaint concerning
2 discrimination based on sex, including sexual harassment and hostile work
3 environment, internally, to their supervisor, any manager or foreperson, or any
4 owner, to the Title VII Specialist or Spanish-Speaking Point of Contact (defined in
5 Paragraphs 35–51 below), and/or to the relevant government agencies and to not be
6 retaliated against for making such a complaint; (d) encourage employees to come
7 forward if they believe they have experienced discrimination or retaliation;
8 (e) state that employees may bring any such complaint directly to the EEOC in
9 addition to, or instead of, complaining to Chief Orchards, and identify the EEOC's
10 website address, telephone number, and email address; (f) establish that all Chief
11 Orchards supervisors, managers, forepersons, owners, and individuals with human
12 resources responsibilities must notify the Title VII Specialist about any
13 discrimination based on sex, including sexual harassment and hostile work
14 environment, or retaliation that they observe or of which they become aware;
15 (g) establish that Chief Orchards will not retaliate against an employee for
16 engaging in activity protected by the Title VII, including making a complaint
17 concerning discrimination based on sex, including sexual harassment and hostile
18 work environment; and (h) describe the procedure by which an employee can make
19 an internal complaint of discrimination based on sex, including sexual harassment
20 and hostile work environment, or retaliation.

21 28. The written procedure for complaints of discrimination required by
22 Paragraph 27 shall, at a minimum, (a) provide the names, telephone numbers,
23 addresses and email addresses for the Title VII Specialist and Spanish-Speaking

1 Point of Contact; (b) provide at least one point of contact to whom an employee
2 can make a complaint directly to Chief Orchards' owners, including name(s),
3 telephone number(s), address(es) and email address(es) for the point(s) of contact;
4 (c) provide multiple internal points of contact through which an employee can
5 make a complaint, including names, telephone numbers, addresses and, if they
6 have them, email addresses for the points of contact, at least one of whom does not
7 have direct supervisory authority over the employee; (d) guarantee that complaints
8 will be reviewed and decided by a decision-maker who was not involved in the
9 alleged discrimination; (e) ensure that Chief Orchards will maintain the
10 confidentiality of such complaints and that private information, including the
11 identity of the complainant and any witnesses, will be disclosed only as necessary
12 and only to those people necessary to investigate the complaint; (f) provide
13 methods for complaints to be made anonymously; (g) establish that investigation of
14 the complaint will commence within three (3) days; (h) ensure that Chief Orchards
15 will take prompt corrective action if the complaint is substantiated; and
16 (i) guarantee that Chief Orchards will provide the complaining employee, unless
17 anonymous, with an explanation of the outcome of the investigation, including any
18 corrective action, within three (3) days of completion of the investigation; and
19 (j) require any owner, foreperson, manager, supervisor, or individual with human
20 resources responsibilities who receives a complaint as set forth in subparagraphs
21
22
23

1 (b) or (c) during the term of this Consent Decree to transmit the complaint to the
2 Title VII Specialist.

3 29. Chief Orchards' written policies and procedures shall also ensure that
4 Chief Orchards will maintain documentation for at least one year of all such
5 complaints, including documentation of the original complaint, documentation of
6 the investigation; documentation of the findings of the investigation; and
7 documentation of the corrective action taken, if any.

8 30. Chief Orchards' written policies and procedures complying with
9 Paragraphs 27–29 shall be in both English and Spanish.

10 31. The policies and procedures required by Paragraphs 27–29 shall be
11 provided to the EEOC by Chief Orchards for review and comment within seventy-
12 five (75) days of entry of this Consent Decree. Within ninety (90) days of entry of
13 this Consent Decree, the EEOC will advise Chief Orchards of its comments, if any.
14 Chief Orchards will cooperate in good faith to revise the policies and procedures to
15 address the EEOC's comments.

16 32. Within one hundred and twenty (120) days of entry of this Consent
17 Decree, Chief Orchards shall implement the policies and procedures required by
18 Paragraphs 27–29, including but not limited to distribution of the written policies
19 and procedures to all employees annually, making copies of the policies and
20 procedures readily available to all employees from the Title VII Specialist and
21 Spanish-Speaking Point of Contact, and making the Title VII Specialist and
22 Spanish-Speaking Point of Contact available to explain the policies to employees.
23 In the event that Chief Orchards has no employees when this obligation becomes

1 due, its obligation to comply is suspended until thirty (30) days after Chief
2 Orchards hires any employees to farm, manage, supervise or provide any other
3 necessary or appropriate services for the farming of orchards within the Eastern
4 District of Washington between December 1, 2022 and expiration of this Consent
5 Decree.

6 33. In the event that Chief Orchards modifies any policies or procedures
7 affected by Paragraphs 27–29 during the term of this Consent Decree, Chief
8 Orchards shall submit to the EEOC the proposed modifications no later than thirty
9 (30) days prior to implementation. Within fourteen (14) days of receipt, the EEOC
10 will advise Chief Orchards of its comments, if any. Chief Orchards will cooperate
11 in good faith to revise the policies and procedures to address the EEOC’s
12 comments. Any changes to Chief Orchards’ written policies and procedures shall
13 be made to both the English and Spanish versions.

14 34. In the event that Chief Orchards has no employees when an obligation
15 under Paragraphs 27–32 becomes due, its obligation to comply is suspended until
16 thirty (30) days after Chief Orchards hires any employees to farm, manage,
17 supervise or provide any other necessary or appropriate services for the farming of
18 orchards within the Eastern District of Washington between December 1, 2022 and
19 expiration of this Consent Decree.

20 C. Title VII Specialist and Spanish-Speaking Point of Contact

21 35. Within thirty (30) days of the entry of this Consent Decree, Chief
22 Orchards shall designate an owner, officer, agent or manager (“Title VII
23 Specialist”) to have the responsibility to receive and investigate independently and

1 confidentially any and all complaints of discrimination based on sex, including
2 sexual harassment and hostile work environment, and retaliation reported to Chief
3 Orchards, its owners, or directly to the Title VII Specialist. The Title VII Specialist
4 shall be an owner or report directly to Chief Orchards' owners.

5 36. Within sixty (60) days of her or his appointment, the Title VII
6 Specialist shall attend eight (8) hours of in-person training in Title VII and
7 investigating sex discrimination complaints. Chief Orchards shall provide the
8 EEOC with the identity of the trainer and copies of all training materials at least
9 fourteen (14) days in advance of the in-person training. The EEOC will advise
10 Chief Orchards of its comments, if any, within seven (7) days thereafter.

11 37. For the duration of this Consent Decree, the Title VII Specialist shall:

12 a. Assist Chief Orchards to implement policies and procedures
13 consistent with the requirements of this Consent Decree, and specifically
14 with regard to compliance with Title VII;

15 b. Maintain a dedicated phone number and email address for Chief
16 Orchards employees to submit complaints of discrimination based on sex,
17 including sexual harassment and hostile work environment, and retaliation;

18 c. Receive and investigate independently and confidentially any
19 and all complaints of discrimination based on sex, including sexual
20 harassment and hostile work environment, and retaliation;

21 d. Have access to Chief Orchards documents, employees and
22 owners and facilities at which Chief Orchards employees work in the course
23

1 of such investigations as the Title VII Specialist deems necessary or
2 appropriate;

3 e. Determine appropriate disciplinary or corrective action to
4 resolve a complaint of discrimination or retaliation;

5 f. Maintain detailed written records of all complaints of
6 discrimination and retaliation, the investigation of such complaints, and the
7 resolution of such complaints;

8 g. Provide copies of such records to the EEOC within thirty (30)
9 days after receipt of any complaint, within seven (7) days of completion of
10 the investigation of a complaint, and upon request by the EEOC;

11 h. Develop and provide training to all employees, including all
12 supervisors, managers, and forepersons, all owners, and any individual with
13 human resources responsibilities consistent with the requirements of this
14 Consent Decree, and specifically with regard to compliance with Title VII;
15 and

16 i. Contact the EEOC directly if concerns arise regarding Chief
17 Orchards' compliance with this Consent Decree.

18 38. Prior to designation of the Title VII Specialist, Chief Orchards shall
19 provide the EEOC with the proposed Title VII Specialist's name, title(s) and
20 positions(s), address, telephone number, and email address. The EEOC shall have
21 fourteen (14) days from the date of receipt of this information to advise Chief
22 Orchards of its comments, if any. Chief Orchards will cooperate in good faith to
23 address the EEOC's comments.

1 39. Chief Orchards shall have a designated Title VII Specialist at all times
2 during the term of the Consent Decree. In the event that the Title VII Specialist can
3 no longer serve, Chief Orchards shall have fourteen (14) days from the date of
4 notice that the Title VII Specialist will be unavailable to continue their duties to
5 notify the EEOC. Chief Orchards and the EEOC shall then follow the same process
6 set forth in Paragraph 38 to identify a replacement Title VII Specialist.

7 40. For the duration of this Consent Decree, Chief Orchards shall notify
8 the Title VII Specialist of all complaints of discrimination based on sex, including
9 sexual harassment and hostile work environment, and retaliation, and shall transmit
10 to the Title VII Specialist all documentation of any such complaint it receives as
11 soon as practicable and, in any event, no later than the close of the next business
12 day after receipt of the complaint.

13 41. For the duration of this Consent Decree, if Chief Orchards' owners,
14 any foreperson, any manager, any supervisor, and any individual with human
15 resources responsibilities observes discrimination based on sex, including sexual
16 harassment and hostile work environment, or retaliation, or becomes aware of such
17 conduct, they shall notify the Title VII Specialist as soon as practicable and, in any
18 event, no later than the close of the next business day after learning of the
19 discriminatory or retaliatory conduct.

20 42. Chief Orchards shall fully cooperate with the Title VII Specialist in
21 connection with the Title VII Specialist's efforts to investigate complaints
22 discrimination based on sex, including sexual harassment and hostile work
23 environment, and retaliation, including providing access to employees, documents,

1 facilities where its employees work, and any other sources of information the Title
2 VII Specialist deems necessary and appropriate.

3 43. In the event the Title VII Specialist determines that any owner,
4 manager, supervisor or employee of Chief Orchards has engaged in discrimination
5 based on sex, including sexual harassment and hostile work environment, or
6 retaliation, Chief Orchards shall take all necessary and appropriate disciplinary
7 and/or corrective measures, as determined by the Title VII Specialist. If Chief
8 Orchards determines that additional corrective measures beyond those determined
9 by the Title VII Specialist are necessary and appropriate, Chief Orchards may take
10 such additional corrective measures, but must at a minimum take the corrective
11 measures determined by the Title VII Specialist, and may not take additional
12 measures that retaliate against the complainant or might dissuade a reasonable
13 person from complaining in the future.

14 44. Within thirty (30) days of the entry of this Consent Decree, Chief
15 Orchards shall designate an employee (“Spanish-Speaking Point of Contact”) to
16 have the responsibility to receive complaints of discrimination based on sex,
17 including sexual harassment and hostile work environment, and retaliation from
18 Chief Orchards employees and promptly report such complaints to the Title VII
19 Specialist. The Spanish-Speaking Point of Contact shall speak both Spanish and
20 English. The Spanish-Speaking Point of Contact must not have responsibility for
21 direct supervision of checkers, pickers, and general laborers. The Spanish-
22 Speaking Point of Contact shall report directly to the Title VII Specialist.
23

1 45. Within sixty (60) days of her or his appointment, the Spanish-
2 Speaking Point of Contact shall attend eight (8) hours of in-person training in Title
3 VII and investigating sex discrimination complaints. Chief Orchards shall provide
4 the EEOC with the identity of the trainer and copies of all training materials at
5 least fourteen (14) days in advance of the in-person training. The EEOC will
6 advise Chief Orchards of its comments, if any, within seven (7) days thereafter.

7 46. Prior to appointment of the Spanish-Speaking Point of Contact, Chief
8 Orchards shall provide the EEOC with the proposed Spanish-Speaking Point of
9 Contact's name, title(s) and position(s), address, telephone number, and email
10 address. The EEOC shall have fourteen (14) days from the date of receipt of this
11 information to advise Chief Orchards of its comments, if any. Chief Orchards will
12 cooperate in good faith to address the EEOC's comments.

13 47. Chief Orchards shall provide spoken and written notification to the
14 Spanish-Speaking Point of Contact of their obligation to receive complaints of
15 discrimination based on sex, including sexual harassment and hostile work
16 environment, and retaliation from Chief Orchards employees and promptly report
17 such complaints to the Title VII Specialist, including a warning that failure to
18 promptly report such complaints to the Title VII Specialist will result in
19 disciplinary action up to and including termination.

20 48. Chief Orchards shall have an employee appointed to the role of
21 Spanish-Speaking Point of Contact at all times during the term of the Consent
22 Decree that it has employees. In the event that the Spanish-Speaking Point of
23 Contact can no longer serve at a time when Chief Orchards has employees, Chief

1 Orchards shall have fourteen (14) days from the date of notice that the Spanish-
2 Speaking Point of Contact will be unavailable to continue their duties to notify the
3 EEOC. Chief Orchards and the EEOC shall then follow the same process set forth
4 in Paragraph 44 to identify a replacement Spanish-Speaking Point of Contact.

5 49. Within fourteen (14) days of designating the Title VII Specialist and
6 Spanish-Speaking Point of Contact (or a replacement therefore), Chief Orchards
7 shall provide all employees with the names, telephone numbers, addresses, and
8 email addresses of the Title VII Specialist and Spanish-Speaking Point of Contact,
9 along with an explanation of their authority and responsibilities in both English
10 and Spanish. This explanation shall inform employees that they may complain
11 directly to the Title VII Specialist, including to complain about the Spanish-
12 Speaking Point of Contact. When a Chief Orchards supervisor, manager,
13 foreperson, owner, or individual with human resources responsibilities, other than
14 the Title VII Specialist and Spanish-Speaking Point of Contact, receives a
15 complaint of discrimination based on sex, including sexual harassment and hostile
16 work environment, or retaliation, in addition to promptly notifying the Title VII
17 Specialist, she or he shall provide the complainant (unless anonymous) the same
18 information. This does not obligate the complainant to make a second complaint to
19 the Title VII Specialist and Spanish-Speaking Point of Contact.

20 50. Chief Orchards shall be responsible for compensating the Title VII
21 Specialist and Spanish-Speaking Point of Contact.

22 51. In the event that Chief Orchards has no employees when an obligation
23 under Paragraphs 44–49 becomes due, its obligation to comply is suspended until

1 thirty (30) days after Chief Orchards hires any employees to farm, manage,
2 supervise or provide any other necessary or appropriate services for the farming of
3 orchards within the Eastern District of Washington between December 1, 2022 and
4 expiration of this Consent Decree.

5 D. Equal Employment Opportunity Training

6 52. Within one hundred and fifty (150) days of entry of this Consent
7 Decree and in February of each year thereafter, Chief Orchards shall provide four
8 (4) hours of EEO training focused on discrimination based on sex, including sexual
9 harassment and hostile work environment, and retaliation to the owners, all
10 forepersons, all managers, all supervisors, and any individual with human
11 resources responsibilities. The training will inform each participant that they are
12 responsible for knowing and complying with Title VII, Chief Orchards' policies
13 and procedures, and this Consent Decree, and that failure to comply shall result in
14 appropriate discipline up to and including termination. The training shall also
15 emphasize that they are required to prevent and correct any harassment,
16 discrimination, or retaliation that they observe or of which they become aware, and
17 that failure to take such action will result in disciplinary action. The training shall
18 also inform them that they are required to report any complaint harassment,
19 discrimination, or retaliation to the Title VII Specialist, and that failure to do so
20 will also result in disciplinary action. The training shall be in person and
21 interactive, no less than four (4) hours, and offered in both English and Spanish. In
22 addition, Chief Orchards thereafter shall provide this training to employees newly
23

1 hired or promoted into these positions within thirty (30) days of the employee's
2 hire or promotion.

3 53. In June and September of each year following entry of this Consent
4 Decree, Chief Orchards shall provide EEO training focused on discrimination
5 based on sex, including sexual harassment and hostile work environment, and
6 retaliation to all employees. The training shall be in person and interactive, no less
7 than two (2) hours, and offered in both English and Spanish. The training shall
8 include, at a minimum, (i) an overview of Title VII with special emphasis on
9 sexual harassment, hostile work environment, and retaliation; and (ii) an overview
10 of the policies and procedures required by Paragraphs 27–29; and (iii) information
11 about the Title VII Specialist's and Spanish-Speaking Point of Contact's authority
12 and responsibilities. In addition, Chief Orchards shall provide substantially similar
13 training to new employees within fourteen (14) days of hire.

14 54. Chief Orchards shall provide the EEOC with copies of all training
15 materials at least fourteen (14) days in advance of each in-person training. The
16 EEOC will advise Chief Orchards of its comments, if any, within seven (7) days
17 thereafter. Chief Orchards will cooperate in good faith to address the EEOC's
18 comments, if any. Chief Orchards shall permit the EEOC to attend any training
19 session required under the provisions of this Consent Decree.

20 55. All costs of training shall be borne by Chief Orchards.

21 56. In the event that Chief Orchards has no employees when an obligation
22 under Paragraphs 52–54 becomes due, its obligation to comply is suspended until
23 forty-five (45) days after Chief Orchards hires any employees to farm, manage,

1 supervise or provide any other necessary or appropriate services for the farming of
2 orchards within the Eastern District of Washington between December 1, 2022 and
3 expiration of this Consent Decree.

4 E. Anti-Retaliation

5 57. Chief Orchards, Ernest Edwards, and Brian Edwards shall not retaliate
6 against any current or former employee or applicant, including but not limited to
7 Gonzalez, because she or he has in the past, or during the term of this Consent
8 Decree: (a) filed a charge of discrimination alleging any practice made unlawful
9 under Title VII; (b) testified or participated in any manner in any investigation
10 (including, without limitation, any internal investigation undertaken by or on
11 behalf of Chief Orchards) or proceeding in connection with this lawsuit or relating
12 to any claim of a Title VII violation; (c) was identified as a possible witness or
13 claimant in this lawsuit; (d) asserted any rights under this Consent Decree; (e)
14 sought and/or received any relief in accordance with this Consent Decree; or (f) is
15 associated with an employee who has engaged in the activities set forth in this
16 section. Such prohibited retaliation includes, but is not limited to, making them
17 ineligible for rehire, providing a reference stating that they are ineligible for rehire,
18 providing an otherwise negative reference, and/or disclosing or referring to such
19 charge of discrimination, participation, and/or role in this lawsuit in responding to
20 employment reference requests or other information requests from prospective
21 employers.

1 F. Notice

2 58. Within fourteen (14) days of the entry of this Consent Decree, Chief
3 Orchards will ensure all posters required to be displayed in the workplace by
4 EEOC Regulations, 29 C.F.R. § 1601.30, are posted at all facilities where Chief
5 Orchards employees work.

6 59. Within fourteen (14) days of the entry of this Consent Decree, Chief
7 Orchards shall ensure that the Notice of this Consent Decree, attached hereto as
8 Exhibit C, is posted at all facilities where Chief Orchards employees work. Chief
9 Orchards shall ensure that the Notice remains posted and maintained for the
10 duration of this Consent Decree.

11 60. Chief Orchards shall ensure that the postings and Notice are not
12 altered, defaced or covered by any other material.

13 61. In the event that Chief Orchards has no employees when an obligation
14 under Paragraphs 58–60 becomes due, its obligation to comply is suspended until
15 fourteen (14) days after Chief Orchards hires any employees to farm, manage,
16 supervise or provide any other necessary or appropriate services for the farming of
17 orchards within the Eastern District of Washington between December 1, 2022 and
18 expiration of this Consent Decree.

19 VI. RECORD KEEPING

20 62. Chief Orchards shall maintain the following records for the entire
21 duration of this Consent Decree:

22 a. All documentation concerning all complaints of discrimination,
23 including complaints related to sexual harassment, hostile work environment

1 and retaliation, during the term of this Consent Decree, including but not
2 limited to, documentation of the complaint, documentation of the
3 investigation; documentation of the findings of the investigation; and
4 documentation of the corrective action taken, if any;

5 b. All documents sent to or received from the Title VII Specialist,
6 including but not limited to, all correspondence, billing records, and
7 memoranda.

8 63. Chief Orchards shall provide copies of records maintained pursuant to
9 this Consent Decree to the EEOC within fourteen (14) days of such a request.

10 VII. REPORTING

11 64. All notices, materials, and reports that are to be submitted to the
12 EEOC under this Consent Decree shall be delivered to the EEOC by electronic
13 mail to (1) EEOC-SEFO_COMPLIANCE@eeoc.gov; and
14 (2) SEFO_CHIEFORCHARDS@eeoc.gov.

15 65. Chief Orchards shall submit a report to the EEOC annually between
16 November 1 and November 30 each year. Each report shall contain:

17 a. A certification, signed by all owners, that Chief Orchards
18 either:

19 i. Implemented its written EEO policies and procedures and
20 distributed copies of its EEO policy as required by
21 Paragraphs 27–33; Had individuals in the roles of Title VII
22 Specialist and Spanish-Speaking Point of Contact as
23 required by 35–51; Provided the training required by

1 Paragraphs 52–56; Posted and maintained the Notice
2 required by Paragraphs 58–61; Maintained the records as
3 required by Paragraphs 62–63; and Complied with all other
4 provisions of this Consent Decree; or

5 ii. Employed no one since December 1 of the previous year.

6 b. Accompanying each certification under Paragraph 65(a)(i)
7 above, Chief Orchards shall submit copies of the following documents with
8 each annual report to the EEOC:

9 i. A copy of Chief Orchards' current EEO policies and
10 procedures, as revised and implemented to comply with this
11 Consent Decree.

12 ii. Attendance lists, including dates, names, and job positions
13 of each attendee, for each of the EEO trainings conducted in
14 accordance with this Consent Decree during the prior year.

15 iii. A summary of all complaints of discrimination and/or
16 retaliation received during the prior year, including for each
17 complaint: the name of the employee; contact information
18 for the employee; the date of the complaint; the dates of the
19 investigation, the date of the determination, the nature of the
20 complaint; the identity(ies) of the subject(s) of the
21 complaint; whether the complaint was substantiated; the
22 reason(s) the complaint was or was not substantiated; and
23 the corrective action taken, if applicable.

1 66. During the pendency of this Consent Decree, Chief Orchards shall
2 make available the Title VII Specialist, Spanish-Speaking Point of Contact, any
3 owner, foreperson, manager, supervisor or other appropriate personnel for audits
4 upon request by the EEOC to determine compliance with this Consent Decree. The
5 EEOC shall provide notice of audit subject matter not later than seven (7) days in
6 advance but, at a minimum, the audit shall include whether Chief Orchards, the
7 Title VII Specialist, or the Spanish-Speaking Point of Contact have received any
8 complaints about harassment or retaliation. Any requested audit will be conducted
9 at a mutually agreeable time and place.

10 67. During the pendency of this Consent Decree, Ernest Edwards and
11 Brian Edwards shall submit a report to the EEOC annually between November 1
12 and November 30 each year. Each report shall contain:

- 13 a. A certification, signed by Ernest Edwards and Brian Edwards,
14 that either:
- 15 i. No business in which Ernest Edwards, Brian Edwards, or
16 Ernest Edwards and Brian Edwards combined own a fifty
17 percent (50%) share or greater, employed workers
18 employees to farm, manage, supervise or provide any other
19 necessary or appropriate services for the farming of orchards
20 within the Eastern District of Washington since December 1
21 of the previous year.
- 22 ii. If a business in which Ernest Edwards, Brian Edwards, or
23 Ernest Edwards and Brian Edwards combined own a fifty

percent (50%) share or greater, employed workers employees to farm, manage, supervise or provide any other necessary or appropriate services for the farming of orchards within the Eastern District of Washington since December 1 of the previous year, it: Implemented its written EEO policies and procedures and distributed copies of its EEO policy as required by Paragraphs 27–33; Had individuals in the roles of Title VII Specialist and Spanish-Speaking Point of Contact as required by 35–51; Provided the training required by Paragraphs 52–56; Posted and maintained the Notice required by Paragraphs 58–61; Maintained the records as required by Paragraphs 62–63; and Complied with all other provisions of this Consent Decree.

14 VIII. ENFORCEMENT

15 68. If the EEOC has reason to believe that Chief Orchards, Ernest
16 Edwards, and/or Brian Edwards has not complied with the terms of this Consent
17 Decree, the EEOC shall provide written notification of the alleged breach. The
18 EEOC shall not petition the Court for enforcement of this Consent Decree for at
19 least thirty (30) days after providing written notification of the alleged breach. The
20 30-day period following the written notice shall be used by the EEOC, Chief
21 Orchards, Ernest Edwards, and Brian Edwards for good faith efforts to resolve the
22 dispute, including but not limited to sharing of information and documentation
23 upon reasonable request.

1 IX. RETENTION OF JURISDICTION

2 69. The United States District Court for the Eastern District of
3 Washington shall retain jurisdiction over this matter for the duration of this
4 Consent Decree.

5 X. DURATION AND TERMINATION

6 70. This Consent Decree shall be in effect for three (3) years from the
7 date of entry of the Decree, except as provided for in Paragraphs 71–72.

8 71. If neither Chief Orchards, nor any other business in which Ernest
9 Edwards, Brian Edwards, or Ernest Edwards and Brian Edwards combined own a
10 fifty percent (50%) share or greater, employs workers employees to farm, manage,
11 supervise or provide any other necessary or appropriate services for the farming of
12 orchards within the Eastern District of Washington between December 1, 2022 and
13 December 1, 2024, the term of this Consent Decree shall expire two (2) years from
14 the date of entry of this Consent Decree.

15 72. If the EEOC petitions the Court for breach of this Consent Decree,
16 and the Court finds a violation of a term of this Consent Decree, the Court may
17 extend the duration of this Consent Decree.

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1 RESPECTFULLY SUBMITTED this 15th day of December, 2022.

2 EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

3 By: _____

4 Roberta Steele

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2

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4 Ernest Edwards
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6 In his personal capacity

7 BRIAN EDWARDS
8

9 By:



10 Brian Edwards
11 In his personal capacity